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Request for Proposal 47PM1020R0024-East Wing and West Wing Carpet Cleaning Services-IDIQ

1 message

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Fri, Jul 17, 2020 at 1:36 PM

To: (b) (6) <[REDACTED]@blueconstructionservices.com>

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Good afternoon,

Attached to this email, please see Solicitation 47PM1020R0024, Scope of Work and clauses to perform the "East Wing and West Wing Carpet Cleaning Services-IDIQ" contract at the White House.

Please return the SF 1449 (which includes pricing for the base year plus 4 option years), three references with information, and the GSA Form 527 to my attention (and CC Sharron Bowie) no later than Tuesday, July 28th by 12:00 PM.

If you should have any questions regarding this solicitation, do not hesitate to contact me. Please confirm receipt of this email.

Thank you,



Jordan Waldschmidt

Contract Specialist

GSA, National Capital Region, PBS

Office of Acquisitions

Special Projects Division

White House Contracts Branch

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Washington, DC 20405


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6 attachments**Cover Page.docx**


35K

 **Carpet Cleaning EWWW 2020-2025_SOW.pdf**
191K

 **Clauses.pdf**
215K

 **1449.pdf**
4061K

 **Wage Determination-2020 04 23.pdf**
84K

 **GSA527-15b.pdf**
745K

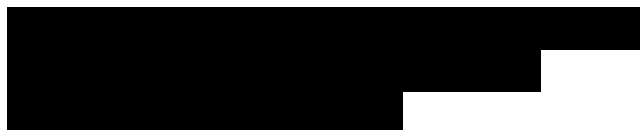


SOLICITATION NUMBER: 47PM1020R0024

SERVICE:



LOCATION(S):



PERIOD OF PERFORMANCE: AUGUST 1, 2020-FEBRUARY 1, 2021

SOLICITATION ISSUE DATE: JULY 17, 2020

PROPOSAL DUE DATE: JULY 28, 2020, 12:00PM

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Your Proposal Must Include the Following Documents:

- GSA Form 527,
- Request for References – Please provide three references. You may provide the references by answering questions A-E below regarding contracts you previously performed for the government
 - Contractor Identifying Information
 - A. Contractor:
 - B. Contract Number:
 - C. Period of Performance:
 - D. Total Contract Amount (including options):
 - E. Description of Service Provided:
- One (1) signed copy of the SF 1449

Construction Services Statement of Work, v5

EWWW Carpet Cleaning Services BASE Plus Four Option Years, East & West Wings, DC0037ZZ & DC0017ZZ



General Services Administration

National Capital Region
Public Buildings Service
www.gsa.gov

Statement of Work for Construction Services

PROJECT IDENTIFICATION

Project Title: EWWW Carpet Cleaning Services BASE Plus Four Option Years

Building: East Wing & West Wing

Building ID #: DC0037ZZ & DC0017ZZ

Building Location: 1600 Penn. Ave. NW Washington, DC 20500

Project Control Number: 10000001

GSA Work Items:

RWA #:

ePM Number: 62308

SOW Author: Brian Paukert

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1. PROJECT INFORMATION

1.1.

PROJECT BACKGROUND

To ensure the continuation of the carpet cleaning program in the East & West Wings of the White House in Washington DC of which the GSA White House Service Center is responsible for maintaining. The carpet cleaning program is designed to ensure the cleanliness and longevity of the carpet in these buildings or the safety of the occupants and to reduce replacement costs to the Government. The East & West Wings are also working museums that accommodate many tourists throughout the year and it is important to many a certain level of quality and décor in these spaces for the American public.

1.2.

PROJECT SUMMARY DESCRIPTION

To correct the condition of the interior floor surfaces by providing carpet cleaning services to all existing carpeted floor surfaces in various assigned rooms in the East and West Wings of the White House as needed and selected by GSA building management officials. Carpet cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Cleaning includes both indoor and outdoor walk-on mats that are laid down and to rotate mats to implement more thorough cleaning at the contractor's warehouse and to rotate mat as needed, inspected, or as designated by GSA building management officials. Cleaning work also includes cutting frays in the carpet as needed and selected by GSA building management officials.

The project is not a change in use of space.

The project is not due to a change in occupancy.

1.3.

PROJECT DELIVERY TYPE

The project is a Construction Only Services delivery type.

1.4.

PROJECT GOALS

- Be prepared to complete special requests by tenant occupants on an as needed basis (liquid and food spills, occupant office moves, etc.)
- Be prepared to complete bi-weekly nightly cleaning lists as prepared by GSA building management officials and to provide report upon work being completed
- Be prepared to complete 100% of carpeted and matted square footage of the East & West Wings every year

1.5.

PROJECT OBJECTIVES

To be considered successful, the Work must achieve the following objectives:

- To correct the condition of the interior carpeted floor surfaces by providing carpet cleaning services to all existing carpet surfaces in various assigned rooms in the East and West Wings of the White House as needed and selected by GSA building management officials. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month and includes cutting frays in the carpet as needed and selected by GSA building management officials.

- To correct the condition of the interior floor surfaces and exterior walk-way surfaces by providing cleaning to both indoor and outdoor walk-on mats that are laid down and to rotate mats to implement more thorough cleaning at the contractor's warehouse and to rotate mat as needed, inspected, or as designated by GSA building management officials.

1.6.

PROJECT BUDGET

Not applicable for Construction Services delivery type. See solicitation for estimated cost of project.

1.7.

PROJECT SCHEDULE

The overall Period of Performance shall be 1,825 calendar days from Notice To Proceed to Substantial Completion, based on the following:

- Construction Services

Ultimate Contract Completion shall be 28 calendar days after Substantial Completion

1.8.

CONTRACT TYPE

The Government contemplates the award of a firm-fixed price contract to the successful offeror. The prices shall include, but shall not be limited to the following:

- Contract Management
- Construction Services including Materials, Labor, and Supervision
- Professional Inspection and Testing Services

2. SCOPE OF WORK

The Contractor shall perform all services described in this Scope of Services (including services required under exercised options, if any) in accordance with applicable requirements and provisions set forth in this Statement of Work.

2.1.

PROJECT REQUIREMENTS

2.1.1.

Base Bid

The Contractor shall provide all labor, certain materials, equipment, and supervision as necessary to correct the condition of the interior carpeted floor surfaces by providing carpet cleaning services to all existing carpeted floor surfaces in various assigned rooms in the East and West Wings of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Cleaning includes both indoor and outdoor walk-on mats that are laid down and to rotate mats to implement more thorough cleaning at the contractor's warehouse and to rotate mat as needed, inspected, or as designated by GSA building management officials. Cleaning work also includes cutting frays in the carpet as needed and selected by GSA building management officials. All materials being used shall be completely fabricated of new materials suitable for this particular application. Base Year FY-2021. Work is to include:

Carpet Cleaning:

Construction Services Statement of Work, v5

EWWW Carpet Cleaning Services BASE Plus Four Option Years, East & West Wings, DC0037ZZ & DC0017ZZ

Provide carpet cleaning services in the East and West Wings of the White House for all areas as indicated by GSA building management officials on a regular basis at two (2) days per week not to exceed 30 hours per week for the a period of performance of the contract.

Spot clean all areas as indicated by building management officials.

Clean walk-off mats at all entrances.

Be prepared to clean an average of 15,000 square feet of carpet per visit on a rotational basis so that all areas are covered for cleaning purposes over a regular rotational cycle within the month.

Extract carpet as needed or directed by GSA building management officials.

Provide emergency cleaning service within two (2) hours' notice and walk-on mat as needed or when notified by GSA building management officials.

Clean carpet in elevators as needed.

Cut frays in carpet upon request from building management officials.

Clean all indoor and outdoor walk-on mats.

Keep walk-off areas free from ice melt and other inclement weather.

Complete special requests by tenant occupants on an as needed basis (liquid and food spills, occupant office moves, etc.).

Provide furniture upholstery cleaning services as needed or directed by GSA building management officials.

Accept lists of cleaning items and frays in carpet to be trimmed or cut on a bi-weekly basis for action. Provide a "results" report of action taken by next the workday.

This is a "no trace" project. Dispose of all trash and debris at the end of each work period. Remove all trace of materials and tools at the end of each work period.

2.1.2.

Option 01: Option Year One FY-2022

Same as 2.1.1. Base Bid section.

2.1.3.

Option 02: Option Year Two FY-2023

Same as 2.1.1. Base Bid section.

2.1.4.

Option 03: Option Year Three FY-2024

Same as 2.1.1. Base Bid section.

2.1.5.

Option 04: Option Year Four FY-2025

Same as 2.1.1. Base Bid section.

2.2.

PROJECT SITE REQUIREMENTS

2.2.1.

Work Restrictions

The Contractor shall survey the entire worksite and review existing documentation to be familiar with the existing conditions. This includes all areas of the building, structure, and site affected by the removal and demolition work, alterations and new construction work prior to initiation of construction.

During the construction period, the Contractor shall have full use of the designated premises for construction operations, including full use of the indicated work site, limited only by the Government's right to perform work or retain other contractors to perform work on portions of the project. The Contractor shall limit the use of the premises to the work areas indicated, and to allow for Government occupancy and public use.

The building is to remain fully operational throughout the entirety of the project, with no disruption to tenant operations. If a disruption to tenant operations is suspected the Contractor shall notify the GSA Building Manager or the Contracting Officer's Representative to coordinate actions to be taken. All work areas must be cleaned at the end of every work day.

The work shall be sequenced to minimize disruption to building occupants, visitors, and maintenance activities. To the greatest extent feasible, demolition work should not take place until supplies are on hand to perform new work.

The Contractor shall coordinate all work activities with the GSA Building Manager or the Contracting Officer's Representative to ensure that proper security and access arrangements are made without impact on the construction schedule.

2.2.2.**Working Hours****2.2.2.1.****Government Occupied Hours**

Government personnel are scheduled to occupy the building during the following hours on weekdays, Monday through Friday, except for established Government Holidays, 6:00 AM to 6:00 PM. In addition, various Government personnel also occupy various buildings on the complex during non-business hours on weekdays, weekends, and Government holidays.

2.2.2.2.**Contractor's Working Hours**

Most work is required to be performed outside of Government Occupied Hours.

The following work shall be performed outside of Government Occupied Hours:

- Noisy and/or odor-producing work that may disrupt tenant operations in adjacent spaces.
- Any work that is pre-approved and found necessary to be conducted outside of Government Occupied Hours.

Work accomplished outside of Government Occupied Hours may be performed at an additional cost to the Government as negotiated in advance with the GSA Contracting Officer. The D/B Contractor shall submit a proposed schedule and gain the Contracting Officer's, GSA Building Manager or the Contracting Officer's Representative approval at least one week before proceeding with any work during Government Unoccupied Hours.

2.2.3.**Loading Dock**

Use of the existing loading dock facilities will be shared with Government activities on a first-come-first-served, wait-your-turn basis. The loading dock is available for the delivery of materials, tools, and supplies between the hours of 8:00 AM to 4:00 PM. Loading dock activities must be coordinated with the GSA Building Manager GSA Building Manager or the Contracting Officer's Representative

a minimum of one week in advance. Requests to use the loading outside these hours should be made with the GSA Building Manager or the Contracting Officer's Representative a minimum of one week in advance.

2.2.4.**Parking**

Limited parking is available on site. Parking spots will be made available for the Contractor's use as approved by the GSA Building Manager or the Contracting Officer's Representative and coordinated with these officials a minimum of one week in advance.

If no parking is available on site. The Contractor shall make their own arrangements for parking off site.

2.2.5.**Staging and Storage**

The Contractor may be provided a staging area within the building, contingent upon GSA approval and provided that its use will not interfere with operations of the Government. No GSA employees will assist with unloading/loading of vehicles(s). The contractor shall provide all personnel and equipment needed for unloading, moving, and assembling the materials.

2.2.6.**Dumpster**

Limited space is available on site for a dumpster. If no space is available for the dumpster on site, material is expected to be hauled off at the end of each work shift. Use of existing building dumpsters and trash bins is strictly prohibited.

2.2.7.**Restrooms**

Public toilet facilities are available for use. Restroom must be designated by the GSA Building Manager.

2.2.8.**Freight Elevator**

A freight elevator could be available for use at the project site.

2.2.9.**Existing Conditions**

All Government property or systems displaced, altered, or damaged during the performance of this contract other than stated in this Scope of Work must be restored to its original condition at no cost to the Government. These repairs, if needed, must be executed immediately when notified by the contracting authority that such repairs are required due to actions by the contractor or his/her subcontractors.

2.2.10.**Electrical Circuits Updates**

Not applicable.

2.3.**STANDARDS AND CRITERIA DOCUMENTS**

Contractor shall ensure that all work performed and materials used under this scope of work are in accordance with the guidelines, codes and specifications of the following associations and agencies. Any conflicts or ambiguities within or among the referenced Standards and Criteria Documents, or any deviations from requirements contained in the Standards and Criteria Documents, must be reported to the GSA in writing, for determination as to applicability.

2.3.1.**GSA Requirements**

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- PBS P100, Facilities Standards for the Public Buildings Service, including all applicable Standards, Criteria and Guides listed therein, 2018
- PBS P100 Addendum, 2019
- PBS P120, Public Buildings Service Cost and Schedule Management Policy Requirements
- Architectural Barriers Act Accessibility Standard (ABAAS)
- PBS Order 3490.2, “Document Security for Sensitive but Unclassified Building Information.”
- PBS CAD Standards
- PBS Building Commissioning Guide
- Guidance for Electric Metering in Federal Buildings
- IAQ Guidelines for Occupied Buildings under Construction
- Occupational Safety and Health regulations for construction and general industry; 29 CFR Parts 1926 and 1910
- Section 01546 – Safety and Health Specification
- International Building Code (IBC)
- International Fire Code (IFC)
- National Fire Protection Association (NFPA) National Fire Codes and Standards
- Egress issues shall meet NFPA 101 (Life Safety Code)
- OFM COBie Playbook
- GSA Spec 013600 - COBie performance

- National Historic Preservation Act of 1966, as amended, and its implementing regulations (36 CFR 800)
- Building Preservation Plan (HBPP or BPP) or Historic Structure Report (HSR)
- Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR 68)
- ADM 1022.3: GSA Procedures for Historic Properties
- GSA NCR Preservation Notebook Series and the National Park Service Preservation Briefs and Tech Notes [Found in the GSA NCR Technical Resources Library]
- GSA Strategic Sustainability Performance Plan
- The Guiding Principles for Sustainable Federal Buildings New Construction and Major Renovations -OR- Existing Buildings (whichever applies)
- GSA Fine Art Collection Policies & Procedures
- GSA Stormwater Management Submission
- GSA PBS 1000.1 Asbestos Policy
- 40 CFR 61 National Emission Standards for Hazardous Air Pollutants
- 40 CFR 763 Asbestos
- 49 CFR 107 Hazardous Materials Program Procedures
- 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- Section 02085 - Asbestos Abatement Procedures
- Section 02085R - Asbestos Abatement Roofing Removal Procedures
- Section 02087 - Avian Excreta
- Section 02089 - Control of Polychlorinated Biphenyl Specification
- Section 02090 - Control of Lead Based Paint Specification

2.3.2.

Customer Requirements

- ICD 705, v 1.4 - Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities

2.3.3.

Stakeholder Requirements

Not applicable.

2.4.

CUTTING & PATCHING REQUIREMENTS

Not applicable.

2.4.1.

Structural Systems

Not applicable.

2.4.2.

Operational Systems

Not applicable.

2.4.3.

Visual / Finishes

Not applicable.

2.5.

NATIONAL HISTORIC PRESERVATION ACT (NHPA) REQUIREMENTS

Not applicable.

2.6.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

Pursuant to paragraph 5.3 of the PBS NEPA Desk Guide (Oct 1999), this action is covered by Auto CATEX Category (n): "Facility maintenance, custodial, and groundskeeping activities not involving environmentally sensitive areas (such as eroded areas, wetlands, cultural sites, etc.), including window washing, lawn mowing, trash collecting, and snow removal."

2.7.

NATIONAL CAPITAL PLANNING COMMISSION REQUIREMENTS

Not applicable.

2.8.

U.S. COMMISSION OF FINE ARTS REQUIREMENTS

Not applicable.

2.9.

FINE ARTS REQUIREMENTS

It is not anticipated that Fine Arts will be disturbed during work activities.

2.10.

ACCESSIBILITY REQUIREMENTS

Not applicable.

2.11.

SAFETY REQUIREMENTS

All contractor(s) shall comply with the safety guidelines and requirements contained in NCR's Section 01546 – Safety and Health specification.

2.12.

FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS

GSA's Fire Protection Engineers are the authority having jurisdiction (AHJ) for all GSA owned facilities.

2.12.1.

Egress/Life Safety

Not applicable.

2.12.2.

Fire Protection Systems

Not applicable.

2.12.3.

Fire Alarm Systems

Not applicable.

2.12.4.

Fire and Life Safety System Testing and Acceptance

Not applicable.

2.13.

ENVIRONMENTAL REQUIREMENTS

Not applicable.

2.14.

HAZARDOUS MATERIAL REQUIREMENTS

All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials, and/or the transport and disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926, and 40 CFR 761/260-271

2.14.1.

General

All work areas should be inspected and tested prior to starting work. If material suspected to be ACMs or LBPs are encountered, the material shall be sampled for bulk asbestos and/or lead paint chips.

2.14.2.

Asbestos Containing Material

It is not anticipated that Asbestos Containing Material will be encountered during work activities.

2.14.3.

Lead Based Paint

It is not anticipated that Lead-Based Paint (LBP) will be encountered during work activities.

2.14.4.

Polychlorinated Biphenyl

It is not anticipated that Polychlorinated Biphenyl (PCB) will be encountered during work activities.

2.14.5.

Radon

It is not anticipated that Radon gases will be encountered during work activities.

2.14.6.

Mercury

It is not anticipated that mercury will be encountered during work activities.

2.14.7.

Universal / Hazardous Waste

It is not anticipated that universal / hazardous waste will be encountered during work activities.

2.14.8.

Exit Signs Requiring Special Disposal

Not applicable.

2.14.9.

Presence of Hazardous Materials

If any of the pre-alteration assessments determines that a hazardous material is present, the Contractor shall follow the requirements above.

2.14.10.

Hazardous Materials Cost Tracking

Not applicable.

2.15.

SUSTAINABILITY REQUIREMENTS

2.15.1.

Green Purchasing

All products and services purchased by GSA must meet strict sustainability requirements including, but not limited to, non-toxic, low VOC, recycled content, energy efficient, and water conserving. Where products that are labelled FEMP-approved, DesignLights Consortium® (DLC) Premium Certification (or Standard DLC rating if Premium is not available), Energy Star, EPA Safer Choice, or WaterSense exist and are applicable for this project, they must be used.

Note that coal tar sealant may not be used. Sealcoat (two applications at a rate of 0.11 – 0.13 gallon/yd²) with a Coal Tar Pitch Emulsion (CTPE) sealer that meets or exceeds RP 355e and ASTM D5727 specifications and standards may be used (strive for 30% asphalt content). Include CTPE sealer specifications.

2.15.2.

Key Sustainable Products

Not applicable.

2.15.3.

Proof of Compliance

The Contractor must, at all times during the performance of this contract, maintain a cut sheet or other documentation of compliance with product purchasing activities as stated within this specification. The Contractor shall provide copies upon request of such documentation to the Contracting Officer or their designee as required or upon request.

2.15.4.

Construction and Demolition Debris

Practice efficient waste management in the use of materials in the course of the work and use all reasonable means to divert construction and demolition waste from landfills and incinerators. The contractor shall provide enough containers for collecting construction debris and construction materials to be recycled. Unless state or local regulations require a higher percentage, this project is required to achieve minimum end-of-project rates for diversion of 50% by weight of total non-hazardous solid waste generated by the work (unless additional rates are indicated elsewhere in this Scope). While GSA's minimum waste diversion requirement is 50%, the agency has a higher goal of 70% waste diversion for this project if required by specific regional targets. At the beginning of the project, the contractor/vendor is required upon request to submit a waste management plan with monthly update reports on progress to the GSA project manager, as well as a final report documenting the total tons recycled, total tons reused, and total tons landfilled.

Waste reports and associated documentation must be submitted with each invoice if requested.

2.15.5.

Refrigerants

Not applicable.

2.16.

ENERGY AND WATER EFFICIENCY REQUIREMENTS

Not applicable.

2.16.1.

Life Cycle Cost Analysis

Not applicable.

2.16.2.

Plumbing Fixtures

Not applicable.

2.16.3.

Lighting Fixtures

Not applicable.

2.16.4.

Energy Rebates

Not applicable.

2.16.5.

Cooling Tower Replacement

Not applicable.

2.16.6.

Transformer Replacement

Not applicable.

2.16.7.

Roof Replacement

Not applicable.

2.16.8.

Pump and Motor Replacement/Upgrade

Not applicable.

2.16.9.

Insulation

Not applicable.

2.17.

BUILDING AUTOMATION SYSTEM & CONTROLS

Not applicable.

2.18.

COMMISSIONING

2.18.1.

Commissioning Agent

Not applicable.

2.18.2.

Building Enclosure Commissioning

Not applicable.

2.18.3.

HVAC Energy / Metering

Not applicable.

2.18.4.

Electrical Metering / Monitoring

Not applicable.

2.18.5.

Lighting

Not applicable.

2.18.6.

Acoustics

Not applicable.

2.19.

SITework AND STORMWATER REQUIREMENTS

2.19.1.

Stormwater Management Regulatory Requirements

Not applicable.

2.19.2.

Erosion and Sediment Control Regulatory Requirements

Not applicable.

2.19.3.

Stormwater Pollution Prevention Plan Regulatory Requirements

Not applicable.

2.19.4.

Regulatory Inspections

Not applicable.

2.19.5.

Commissioning

Not applicable.

2.19.6.

Training

Not applicable.

2.19.7.

As-Built Drawings

Not applicable.

2.19.8.

Documentation Transfer

Not applicable.

2.20.

BUILDING TECHNOLOGY SERVICES

Not applicable.

2.21.

MANUFACTURER REQUIREMENTS

The Contractor shall follow all manufacturers' instructions and best accepted trade practices during performance of this work.

2.22.

BUILDING INFORMATION MODELING (BIM)

Not applicable.

2.23.

ENERGY MODELING AND PERFORMANCE

Not applicable.

2.24.

COBie

Not applicable.

3. DESIGN STAGE

No services needed.

4. CONSTRUCTION STAGE

This section details the professional services and submittals required to support the construction stage of the project.

4.1.

GENERAL

The Contractor shall provide all the necessary labor, materials, supervision, management, quality control plan, and testing to produce work conforming to the contract documents .

4.2.

PERMITTING

Not applicable.

4.2.1.

Permit for Welding, Cutting, or Brazing

Not applicable.

4.2.2.

Utility Locating Services

Not applicable.

4.2.3.

Utility Outage

Not applicable.

4.2.4.

Fire Watch

Not applicable.

4.3.

CONSTRUCTION SCHEDULE

Not applicable.

4.4.

CONSTRUCTION PROGRESS REPORTS

Not applicable.

4.5.

PRODUCT DATA SUBMISSIONS

Upon request by GSA Building Management Officials the Contractor shall submit product data for all material to be used for this project. All submissions shall be made to the Contracting Officer's Representative (COR).

The government shall be apprised of all modifications and each solution shall be submitted for approval within three days of change.

4.5.1.

Early Review

Not applicable.

4.5.2.

Government Review

Government rejection of submittals does not relieve the Contractor from responsibility of meeting the period of performance.

4.5.3.

Changes

Should product data changes take place after Government review and approval, the Contractor shall submit the altered material within three days of the change.

4.5.4.

Products for Submission

The Contractor shall provide product data for all materials referenced within the Contract Documents.

4.6.

SCHEDULE OF INSPECTIONS AND TESTS

Not applicable.

4.7.

CONSTRUCTION INSPECTIONS

Not applicable.

4.8.

SPECIAL INSPECTIONS

Not applicable.

4.9.

COMMISSIONING

Not applicable.

4.10.

QUALITY CONTROL PLAN

Not applicable.

4.10.1.

Submissions

Not applicable.

4.10.2.

Content

Not applicable.

4.10.3.

Workmanship Standards

Initiate and maintain procedures to ensure personnel performing the work are skilled and knowledgeable in the methods and craftsmanship needed to produce the required levels of

workmanship. Remove and replace work that does not comply with workmanship specified and standards recognized in the construction industry for the applications indicated. Remove and replace work damaged or deteriorated by faulty workmanship or replacement of other work.

4.10.4.

Manufacturer's Instructions

Where installations include manufactured products, comply with manufacturer's applicable installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.

4.10.5.

Specialists

Where the individual sections of the specifications require specialists to perform the work, comply with the requirements specified. The assignment of a specialist shall not relieve the Contractor from complying with applicable regulations, union jurisdictional settlements or similar conventions, and the final responsibility for fulfillment of the entire requirements remains with the Contractor.

4.10.6.

Minimum Quality and Quantity

The quality level or quantity shown or specified shall be the minimum required for the work. Except as otherwise indicated, the actual work shall comply exactly with that minimum or may be superior to that minimum within limits acceptable to GSA. Specified numeric values are either minimums or maximums as indicated or as appropriate for the context of the requirements.

4.10.7. Availability of Tradespersons and Manufacturer's Field Services Representatives

Periodically review availability of tradespersons, qualified manufacturers' representatives required in the specifications, and projected needs to accomplish work as scheduled. Require each entity employing personnel to report on events which might affect progress of work. Where possible, consider alternatives and take actions to avoid disputes and delays.

4.10.8.

Inspection / Testing

Not applicable.

4.10.9.

Test Parameters

Not applicable.

4.10.10.

Test Report

Not applicable.

4.10.11.

Coordination with others

Not applicable.

4.10.12.

Format

Not applicable.

4.11. CONSTRUCTION INDOOR AIR QUALITY (IAQ) MANAGEMENT

Chapter 3 of the referenced "IAQ Guidelines for Occupied Buildings under Construction" outlines IAQ measures in five categories as listed below. If requested by GSA Building Management

Officials, the Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented by the Contractor and/or its subcontractors in each of the five categories, including subsections. All Subsections shall be listed in the Plan; items that are not applicable for this project should be listed as such by the contractor.

- HVAC Protection
 - Return Side
 - Central Filtration
 - Supply Side
 - Duct Cleaning
- Source Control
 - Product Substitution
 - Modifying Equipment Operation
 - Changing Work Practices
 - Local Exhaust
 - Air Cleaning
 - Cover or Seal
- Pathway Interruption
 - Depressurize Work Area
 - Pressurize Occupied Space
 - Erect Barriers to Contain Construction Areas
 - Relocate Pollutant Sources
 - Temporarily Seal the Building
- Housekeeping
 - Routine Jobsite Cleaning
 - Protection of Stored Materials
 - Protection of Materials During and After Installation
- Scheduling
 - Airing-Out of New Materials
 - Sequencing of Finish Applications
 - Proper Curing of Concrete before Covering
 - Installation During Unoccupied Periods
 - Avoidance of Building Occupancy While Pollutants Are Present

4.11.1.**Protection of Materials from Moisture Damage**

As part of the Housekeeping section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.

4.11.2.**Installation and Replacement of Filtration Media**

Not applicable.

4.11.3.**Sequence of Finish Installation for Materials**

Not applicable.

4.12.**SAFETY PLAN**

If requested by GSA Building Management Officials, the Contractor shall develop, provide, and maintain a Safety Plan based upon OSHA Safety Plan Requirements. The Safety Plan shall be prepared and submitted within 14 calendar days of NTP. Construction shall not begin until the Safety Plan is approved.

4.13.

COORDINATION OF WORK

The Contractor shall coordinate the work of this contract with that of other contractors in the building at the same time.

4.14.

REQUESTS FOR INFORMATION

Each RFI must include a specific description of the issue requiring clarification, citing the specific related contract documents requiring clarification. RFI's should only be submitted after performing due diligence to confirm that the contract requirements in question are in fact unclear or otherwise inadequate.

Upon receipt of the response to each RFI submitted, coordinate the response with all involved subcontractors to ensure understanding and appropriate action.

4.15.

MODIFICATIONS / CHANGE ORDERS

A Change Order will only be approved if GSA agrees that additional work to be performed by the Contractor as a result of resolution of an RFI is beyond the original scope of work.

5. CONTRACT ADMINISTRATION

5.1.

CONTRACTOR'S STAFF

5.1.1.

Personnel Qualifications

The Contractor shall exclusively utilize the Key Personnel named and/or otherwise identified in the Contractor's bid submission materials to perform services required under this contract. In the event that any personnel named in the Contractor's Technical Qualifications Statement are unable to perform their duties due to death, illness, resignation from the Contractor's employment, the Contracting Officer's request for removal, or similar reasons, the Contractor shall, within five working days, submit to the Contracting Officer's Representative, in writing, the name and qualifications of proposed replacement with equal or superior qualifications. No substitution shall be made without prior approval of the COR. Any approved substitutions shall be made at no increase in the lump sum contract price.

5.1.2.

Acceptance

The Contracting Officer's Representative (COR) shall accept or reject personnel proposed by the Contractor. The Contractor shall make a timely and prompt re-submittal to provide other personnel required to replace any that are rejected by the COR, both at initial submittal or any subsequent rejection or substitution of personnel.

5.1.3.

Personnel Security Requirements

Comply with Security Clearances section of The Agreement and GSAR 552.204-9 Personal Identity Verification Requirements.

Any individual whose Initial Fitness Determination requires that the applicant wait for Final Fitness Determination will have their application cancelled immediately. A replacement must be promptly provided by the Contractor.

All personnel in this contract must comply with all building security provisions and facility access requirements beyond HSPD-12.

No extensions for schedule will be given for failure to get personnel credentialed in a timely manner.

5.1.4.

Escorting

All Contractor personnel shall be 'escorted' at all times in compliance with the HSPD-12 escorting requirements.

5.1.5.

Building Systems Shutdown

Not applicable.

5.1.6.

Permits and Responsibilities

Per FAR 52.236-7 Permits and Responsibilities, the Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

5.1.7.

Personnel Activities and Behavior

No alcoholic beverages or illegal substances, abusive or profane language, or other disruptive or illegal activities will be tolerated. No weapons of any kind are allowed on the premises.

5.2.

MEETINGS

Not applicable.

5.2.1.

Design Review Meetings

Not applicable.

5.2.2.

Construction Kickoff Meeting

Not applicable.

5.2.3.

Construction Progress Meetings

If applicable after Contract begins, the Contractor shall attend with a GSA representative will attend biweekly progress meetings in-person. Field inspections by the GSA Project Manager will generally coincide with these progress meetings.

5.3.

COMMUNICATION

The Contractor shall reply to correspondence from the GSA, outside agencies, GSA contractors and Construction subcontractors within 3 calendar days.

5.4.

PROJECT CLOSEOUT

5.4.1.

Final Inspection and Test

Not applicable.

5.4.2.

As-Built Drawings

Not applicable.

5.4.3.

Specification Manual

Not applicable.

5.4.4.

Product Data and Shop Drawing Manuals

The Contractor shall combine all product data submission material into hard copy manuals for reference during construction if requested by GSA Building Management Officials. The Contractor shall provide 2 copies containing all approved product data submissions.

5.4.5.

Design Calculation Manual

Not applicable.

5.4.6.

Operation and Maintenance Manual

Not applicable.

5.4.7.

Maintenance Training

Not applicable.

5.4.8.

Warranties

Not applicable.

5.4.9.

Attic Stock

Not applicable. .

5.5.

SCHEDULE OF VALUES

Not applicable.

5.5.1.

Modifications

Not applicable.

5.5.2.

Options

Not applicable.

5.6.

FEE & PAYMENT

The construction shall be paid per the progress of work according to contract documents, submitted on a monthly interval.

Construction Services Statement of Work, v5

EWWW Carpet Cleaning Services BASE Plus Four Option Years, East & West Wings, DC0037ZZ & DC0017ZZ

Prior to final payment under this Work Order, the Contractor shall furnish the Government with a release of all claims against the Government under the applicable portions of this contract.

5.7.

GOVERNMENT FURNISHED PROPERTY

There is no government furnished property for this contract.

6. ATTACHMENTS

Not applicable

X

Brian Paukert
GSA Construction Representative

Section E

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

- (a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.
- (c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

- (a) Definitions. As used in this clause—
- "Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- "Materials" includes data when the contract does not include the Warranty of Data clause.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
-

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

Section F

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Section I

CLAUSES INCORPORATED BY FULL TEXT

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

(a) Definitions. As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at [9.108-2](#).

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause –

(1) Means any item of supply (including construction material) that is –

- (i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

-
- (1) Exceeds \$30,000 in value; and
 - (2) Is not a subcontract for commercially available off-the-shelf items.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
 - (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

- (a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to —
- (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
-

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General —

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition —

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and —

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) Definitions. As used in this clause —

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its

size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts –

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

Contractor Signature / Date

Authorized Signer's Name / Title

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause —

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means —

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means —

- (1) Any item of supply (including construction material) that is —
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person —

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of —

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means —

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract;
 - (3) Use forced labor in the performance of the contract;
 - (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
 - (5) (i) Use misleading or fraudulent practices during the recruitment of employees or
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offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

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- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation.
- (1) The Contractor shall, at a minimum —
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not —
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from —
- (A) Conducting an internal investigation;
- or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that —
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable hostcountry legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons
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(including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that —

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

(a) Definition. As used in this clause--

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR[®] products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR[®] Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR[®] at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause –

“Driving” –

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

- (1) Adopt and enforce policies that ban text messaging while driving –
 - (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as –
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

- (1) The product cannot be acquired –
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
 - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all
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USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.
- (c) In the performance of this contract, the Contractor shall –
 - (1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;
 - (2) Submit this report no later than –
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
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(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be —

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment

taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (MAY 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition

Regulation in effect on the date of this contract.

52.232-25 PROMPT PAYMENT (JUL 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments —

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are —

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C. 182\(3\)](#)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C. 4003\(3\)](#)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C. 499a\(4\)](#)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C. 4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.
- (7) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if —
- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall —
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible —
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received
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on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt

payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this

clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.243-1 CHANGES—FIXED PRICE (AUG 1987) (ALTERNATE I – APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
 - (7) Amount of Government-furnished property.
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(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause —

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212\(a\)](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

(ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(x) (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xi) [52.222-55](#), Establishing a Minimum Wage for Contractors (E.O. 13658) (Dec 2014).

(xii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses

necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

This Owner Insert will be filled by the system.No action required by the user.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012)

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General

Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

GS-11-P-15-NW-C-7007 - Section J - Appendix - List of Attachments

Documents Table of Contents

| Attachment Number | Document Title | ECF |
|-------------------|----------------|----------------------------------|
| 1 | GSA Form 527 | 10 - Solicitation and Amendments |

Section L

CLAUSES INCORPORATED BY FULL TEXT

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision —

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show —

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

-
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and —
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —
- (1) Mark the title page with the following legend:
- This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend:
- Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the
-

competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

This Owner Insert will be filled by the system.No action required by the user.

552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)

(a) Deviations to FAR provisions.

(1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

(b) Deviations to GSAR provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

(c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

GSAM 552.217-71 Notice Regarding Option(s).

As prescribed in 517.208(b), insert the following provision:

Notice Regarding Option(s) (Nov 1992)

The General Services Administration (GSA) has included an option to “extend the term of this contract” in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA’s quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor’s past performance under this contract in accordance with 48 CFR 517.207.

FAR 52.217-8 Option to Extend Services.

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

FAR 52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

| | | | | | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|------------------|--|------------|--|
| SOLICITATION CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER EQWPM1E-20-0073 | | PAGE 1 OF 7 | | | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 47PM1020R0024 | | 6. SOLICITATION ISSUE DATE 7/17/2020 | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Jordan Waldschmidt | | | | b. TELEPHONE NUMBER (No collect calls) 312-385-3050 | | 8. OFFER DUE DATE/ LOCAL TIME 7/28/2020 12:00 PM (EST) | | | | | |
| 9. ISSUED BY GSA, PBS R11 Office of Acquisition Special Programs Division-White House 1800 F St. NW, 4th Floor Washington, DC 20405 USA | | | | CODE WPH1DA | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8 (A) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561740 SIZE STANDARD: | | | | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | | | | | | | |
| 15. DELIVER TO GSA, PBS R11 Office of Acquisition Special Programs Division-White House 1800 F St. NW, 4th Floor Washington, DC 20405 USA | | CODE WPH1DA | | 16. ADMINISTERED BY GSA, PBS R11 Office of Acquisition Special Programs Division-White House 1800 F St. NW, 4th Floor Washington, DC 20405 USA | | | | CODE WPH1DA | | | | | |
| 17a. CONTRACTOR/ OFFEROR Blue Construction Services 735 Vanderbilt Terrace Leesburg, VA 20715 TELEPHONE NO. 757-805-3126 | | CODE 7SZK8 | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181 | | | | | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES | | | | 21. QUANTITY | | 22. UNIT | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | See below for additional information (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA Please see attached | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY TO THE TERMS AND CONDITIONS SPECIFIED | | | | | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | |
| b) (6) | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) Keith Helmer Project Manager | | | | 30c. DATE SIGNED 7/28/20 | | 31b. NAME OF CONTRACTING OFFICER (Type or print) Sharron Bowie | | | | 31c. DATE SIGNED | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|---|----------------------------|-------------|-------------------|---------------|
| 0001 | <p>East Wing Monthly Carpet Cleaning Services</p> <p>To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the East Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials.</p> <p>Deliverable</p> <p>PSC: S214 – HOUSEKEEPING- CARPET LAYING/CLEANING</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 10/01/2020 - 03/31/2021</p> <p>Place of Performance: DC00372Z WHITE HOUSE - EAST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-0003</p> | (b) (4) | | | |
| 0002 | <p>West Wing Monthly Carpet Cleaning Services</p> <p>To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the West Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials.</p> <p>Deliverable</p> <p>PSC: S214 – HOUSEKEEPING- CARPET LAYING/CLEANING</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 10/01/2020 - 03/31/2021</p> <p>Place of Performance: DC0017ZZ WHITE HOUSE-WEST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20500-0003</p> | (b) (4) | | | |
| 1001 | <p>East Wing Monthly Carpet Cleaning Services</p> <p>To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the East Wing of the White</p> | (b) (4) | | | |

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|---|----------------------------|-------------|-------------------|---------------|
| | House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials. Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2021 - 03/31/2022 Place of Performance: DC0037ZZ WHITE HOUSE - EAST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-0003 | | | | |
| 1002 | West Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the West Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials. Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2021 - 03/31/2022 Place of Performance: DC0017ZZ WHITE HOUSE-WEST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20500-0003 | (b) (4) | | | |
| 2001 | East Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the East Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker | (b) (4) | | | |

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|--|----------------------------|-------------|-------------------|---------------|
| 2002 | <p>at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials.</p> <p>Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2022 - 03/31/2023 Place of Performance: DC0037ZZ WHITE HOUSE - EAST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-0003</p> <p>West Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the West Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials.</p> <p>Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2022 - 03/31/2023 Place of Performance: DC0017ZZ WHITE HOUSE-WEST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20500-0003</p> | 12 | | (b) (4) | |
| 3001 | <p>East Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the East Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management</p> | | | (b) (4) | |

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|--|----------------------------|-------------|-------------------|---------------|
| | officials. Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2023 - 03/31/2024 Place of Performance: DC0037ZZ WHITE HOUSE - EAST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-0003 | | | | |
| 3002 | West Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the West Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials. Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price PoP: 04/01/2023 - 03/31/2024 Place of Performance: DC0017ZZ WHITE HOUSE-WEST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20500-0003 | (b) (4) | | | |
| 4001 | East Wing Monthly Carpet Cleaning Services To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the East Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials. Deliverable PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING Contract Type: Firm Fixed Price | (b) (4) | | | |

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|---|----------------------------|-------------|-------------------|---------------|
| 4002 | <p>PoP: 04/01/2024 - 03/31/2025</p> <p>Place of Performance: DC0037ZZ WHITE HOUSE - EAST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-0003</p> <p>West Wing Monthly Carpet Cleaning Services</p> <p>To correct the condition of the interior floor surfaces by providing cleaning services to all existing floor surfaces in various assigned rooms in the West Wing of the White House as needed and selected by GSA building management officials. Cleaning includes shampooing, extracting, and spot cleaning various spots and stains as identified by GSA building management officials and the onsite contract worker at the time of cleaning. Cleaning also includes miscellaneous furniture cleaning not to exceed two assignments per month. Work also includes cutting frays in the carpet as needed and selected by GSA building management officials.</p> <p>Deliverable</p> <p>PSC: S214 -- HOUSEKEEPING- CARPET LAYING/CLEANING</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 04/01/2024 - 03/31/2025</p> <p>Place of Performance: DC0017ZZ WHITE HOUSE-WEST WING 1600 PENNSYLVANIA AVE NW WASHINGTON, DC 20500-0003</p> | | | | |

(b) (4)

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|---|-------------------------------------|
| "REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR | |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |
| | |
| Daniel W. Simms | Wage Determination No.: 2015-4281 |
| Director | Revision No.: 16 |
| Division of | Date Of Last Revision: 04/23/2020 |
| Wage Determinations | |

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 19.10 |
| 01012 - Accounting Clerk II | | 21.44 |
| 01013 - Accounting Clerk III | | 23.99 |
| 01020 - Administrative Assistant | | 34.70 |
| 01035 - Court Reporter | | 24.02 |

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|--|-------|
| 01041 - Customer Service Representative I | 15.13 |
| 01042 - Customer Service Representative II | 17.01 |
| 01043 - Customer Service Representative III | 18.56 |
| 01051 - Data Entry Operator I | 16.64 |
| 01052 - Data Entry Operator II | 18.16 |
| 01060 - Dispatcher Motor Vehicle | 20.54 |
| 01070 - Document Preparation Clerk | 17.75 |
| 01090 - Duplicating Machine Operator | 17.75 |
| 01111 - General Clerk I | 15.11 |
| 01112 - General Clerk II | 16.49 |
| 01113 - General Clerk III | 18.74 |
| 01120 - Housing Referral Assistant | 25.29 |
| 01141 - Messenger Courier | 18.38 |
| 01191 - Order Clerk I | 15.29 |
| 01192 - Order Clerk II | 16.68 |
| 01261 - Personnel Assistant (Employment) I | 19.09 |
| 01262 - Personnel Assistant (Employment) II | 21.36 |
| 01263 - Personnel Assistant (Employment) III | 23.81 |
| 01270 - Production Control Clerk | 26.18 |
| 01290 - Rental Clerk | 16.55 |
| 01300 - Scheduler Maintenance | 18.07 |
| 01311 - Secretary I | 18.07 |
| 01312 - Secretary II | 20.18 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 18.36 |
| 01410 - Supply Technician | 34.70 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 15.69 |
| 01531 - Travel Clerk I | 17.63 |
| 01532 - Travel Clerk II | 19.21 |
| 01533 - Travel Clerk III | 20.67 |
| 01611 - Word Processor I | 17.41 |
| 01612 - Word Processor II | 19.55 |
| 01613 - Word Processor III | 21.87 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 24.50 |
| 05040 - Automotive Glass Installer | 23.07 |
| 05070 - Automotive Worker | 23.07 |
| 05110 - Mobile Equipment Servicer | 19.84 |
| 05130 - Motor Equipment Metal Mechanic | 25.79 |
| 05160 - Motor Equipment Metal Worker | 23.07 |
| 05190 - Motor Vehicle Mechanic | 25.79 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 23.07 |
| 05310 - Painter Automotive | 24.50 |
| 05340 - Radiator Repair Specialist | 23.07 |
| 05370 - Tire Repairer | 14.44 |

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| 05400 - Transmission Repair Specialist | 25.79 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.36 |
| 07041 - Cook I | 16.47 |
| 07042 - Cook II | 19.15 |
| 07070 - Dishwasher | 12.96 |
| 07130 - Food Service Worker | 13.07 |
| 07210 - Meat Cutter | 20.41 |
| 07260 - Waiter/Waitress | 11.81 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 12.75 |
| 11060 - Elevator Operator | 14.41 |
| 11090 - Gardener | 20.42 |
| 11122 - Housekeeping Aide | 14.41 |
| 11150 - Janitor | 14.41 |
| 11210 - Laborer Grounds Maintenance | 15.24 |
| 11240 - Maid or Houseman | 13.85 |
| 11260 - Pruner | 13.80 |
| 11270 - Tractor Operator | 18.68 |
| 11330 - Trail Maintenance Worker | 15.24 |
| 11360 - Window Cleaner | 15.91 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 23.71 |
| 12011 - Breath Alcohol Technician | 23.49 |
| 12012 - Certified Occupational Therapist Assistant | 33.40 |
| 12015 - Certified Physical Therapist Assistant | 27.29 |
| 12020 - Dental Assistant | 22.82 |
| 12025 - Dental Hygienist | 50.57 |
| 12030 - EKG Technician | 33.48 |
| 12035 - Electroneurodiagnostic Technologist | 33.48 |
| 12040 - Emergency Medical Technician | 23.71 |
| 12071 - Licensed Practical Nurse I | 20.26 |
| 12072 - Licensed Practical Nurse II | 22.67 |
| 12073 - Licensed Practical Nurse III | 25.27 |
| 12100 - Medical Assistant | 18.68 |
| 12130 - Medical Laboratory Technician | 25.27 |
| 12160 - Medical Record Clerk | 18.96 |
| 12190 - Medical Record Technician | 22.67 |
| 12195 - Medical Transcriptionist | 20.67 |
| 12210 - Nuclear Medicine Technologist | 41.59 |
| 12221 - Nursing Assistant I | 12.22 |
| 12222 - Nursing Assistant II | 13.74 |

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| 12223 - Nursing Assistant III | 14.99 |
| 12224 - Nursing Assistant IV | 16.83 |
| 12235 - Optical Dispenser | 25.02 |
| 12236 - Optical Technician | 21.03 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 19.35 |
| 12305 - Radiologic Technologist | 35.25 |
| 12311 - Registered Nurse I | 30.40 |
| 12312 - Registered Nurse II | 36.78 |
| 12313 - Registered Nurse II Specialist | 36.78 |
| 12314 - Registered Nurse III | 44.14 |
| 12315 - Registered Nurse III Anesthetist | 44.14 |
| 12316 - Registered Nurse IV | 52.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 28.97 |
| 12320 - Substance Abuse Treatment Counselor | 27.23 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 23.03 |
| 13012 - Exhibits Specialist II | 28.53 |
| 13013 - Exhibits Specialist III | 34.90 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 38.84 |
| 13050 - Library Aide/Clerk | 17.04 |
| 13054 - Library Information Technology Systems Administrator | 35.07 |
| 13058 - Library Technician | 21.85 |
| 13061 - Media Specialist I | 25.31 |
| 13062 - Media Specialist II | 28.32 |
| 13063 - Media Specialist III | 31.55 |
| 13071 - Photographer I | 18.32 |
| 13072 - Photographer II | 20.79 |
| 13073 - Photographer III | 26.04 |
| 13074 - Photographer IV | 31.52 |
| 13075 - Photographer V | 37.14 |
| 13090 - Technical Order Library Clerk | 21.40 |
| 13110 - Video Teleconference Technician | 28.01 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I (see 1) | 26.36 |
| 14072 - Computer Programmer II (see 1) | |
| 14073 - Computer Programmer III (see 1) | |
| 14074 - Computer Programmer IV (see 1) | |
| 14101 - Computer Systems Analyst I (see 1) | |
| 14102 - Computer Systems Analyst II (see 1) | |

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| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 18.92 |
| 14160 - Personal Computer Support Technician | | 26.22 |
| 14170 - System Support Specialist | | 38.69 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 - Educational Technologist | | 40.88 |
| 15070 - Flight Instructor (Pilot) | | 52.81 |
| 15080 - Graphic Artist | | 34.72 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | | 49.06 |
| 15086 - Maintenance Test Pilot Rotary Wing | | 49.06 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 49.06 |
| 15090 - Technical Instructor | | 30.12 |
| 15095 - Technical Instructor/Course Developer | | 36.85 |
| 15110 - Test Proctor | | 24.32 |
| 15120 - Tutor | | 24.32 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | | |
| 16010 - Assembler | | 15.19 |
| 16030 - Counter Attendant | | 15.19 |
| 16040 - Dry Cleaner | | 18.12 |
| 16070 - Finisher Flatwork Machine | | 15.19 |
| 16090 - Presser Hand | | 15.19 |
| 16110 - Presser Machine Drycleaning | | 15.19 |
| 16130 - Presser Machine Shirts | | 15.19 |
| 16160 - Presser Machine Wearing Apparel Laundry | | 15.19 |
| 16190 - Sewing Machine Operator | | 18.88 |
| 16220 - Tailor | | 19.63 |
| 16250 - Washer Machine | | 16.61 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 27.63 |
| 19040 - Tool And Die Maker | | 33.56 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 20.25 |
| 21030 - Material Coordinator | | 26.18 |
| 21040 - Material Expediter | | 26.18 |
| 21050 - Material Handling Laborer | | 13.87 |
| 21071 - Order Filler | | 16.60 |
| 21080 - Production Line Worker (Food Processing) | | 20.25 |
| 21110 - Shipping Packer | | 18.13 |
| 21130 - Shipping/Receiving Clerk | | 18.13 |
| 21140 - Store Worker I | | 15.10 |
| 21150 - Stock Clerk | | 19.49 |
| 21210 - Tools And Parts Attendant | | 20.25 |
| 21410 - Warehouse Specialist | | 20.25 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 40.69 |

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| 23019 - Aircraft Logs and Records Technician | 31.82 |
| 23021 - Aircraft Mechanic I | 38.64 |
| 23022 - Aircraft Mechanic II | 40.69 |
| 23023 - Aircraft Mechanic III | 42.68 |
| 23040 - Aircraft Mechanic Helper | 27.19 |
| 23050 - Aircraft Painter | 36.70 |
| 23060 - Aircraft Servicer | 31.82 |
| 23070 - Aircraft Survival Flight Equipment Technician | 36.70 |
| 23080 - Aircraft Worker | 33.84 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 33.84 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 38.64 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 15.78 |
| 23125 - Cable Splicer | 34.63 |
| 23130 - Carpenter Maintenance | 23.60 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician Maintenance | 29.53 |
| 23181 - Electronics Technician Maintenance I | 30.70 |
| 23182 - Electronics Technician Maintenance II | 32.60 |
| 23183 - Electronics Technician Maintenance III | 34.33 |
| 23260 - Fabric Worker | 24.29 |
| 23290 - Fire Alarm System Mechanic | 27.91 |
| 23310 - Fire Extinguisher Repairer | 22.38 |
| 23311 - Fuel Distribution System Mechanic | 34.34 |
| 23312 - Fuel Distribution System Operator | 26.42 |
| 23370 - General Maintenance Worker | 22.64 |
| 23380 - Ground Support Equipment Mechanic | 38.64 |
| 23381 - Ground Support Equipment Servicer | 31.82 |
| 23382 - Ground Support Equipment Worker | 33.84 |
| 23391 - Gunsmith I | 22.38 |
| 23392 - Gunsmith II | 26.02 |
| 23393 - Gunsmith III | 29.09 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 28.96 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 30.50 |
| 23430 - Heavy Equipment Mechanic | 28.32 |
| 23440 - Heavy Equipment Operator | 24.05 |
| 23460 - Instrument Mechanic | 33.08 |
| 23465 - Laboratory/Shelter Mechanic | 27.63 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 30.95 |
| 23530 - Machinery Maintenance Mechanic | 29.39 |
| 23550 - Machinist Maintenance | 26.10 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 33.08 |
| 23592 - Metrology Technician II | 34.84 |

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| 23593 - Metrology Technician III | 36.54 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter Maintenance | 21.75 |
| 23790 - Pipefitter Maintenance | 28.47 |
| 23810 - Plumber Maintenance | 27.04 |
| 23820 - Pneudraulic Systems Mechanic | 29.09 |
| 23850 - Rigger | 28.23 |
| 23870 - Scale Mechanic | 26.02 |
| 23890 - Sheet-Metal Worker Maintenance | 26.70 |
| 23910 - Small Engine Mechanic | 20.63 |
| 23931 - Telecommunications Mechanic I | 33.90 |
| 23932 - Telecommunications Mechanic II | 35.70 |
| 23950 - Telephone Lineman | 34.02 |
| 23960 - Welder Combination Maintenance | 24.34 |
| 23965 - Well Driller | 25.20 |
| 23970 - Woodcraft Worker | 29.09 |
| 23980 - Woodworker | 22.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 20.05 |
| 24570 - Child Care Attendant | 13.96 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 12.99 |
| 24620 - Family Readiness And Support Services Coordinator | 20.05 |
| 24630 - Homemaker | 20.05 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 33.55 |
| 25040 - Sewage Plant Operator | 26.77 |
| 25070 - Stationary Engineer | 33.55 |
| 25190 - Ventilation Equipment Tender | 23.62 |
| 25210 - Water Treatment Plant Operator | 26.77 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.83 |
| 27007 - Baggage Inspector | 17.28 |
| 27008 - Corrections Officer | 27.86 |
| 27010 - Court Security Officer | 29.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 27.86 |
| 27070 - Firefighter | 30.87 |
| 27101 - Guard I | 17.28 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 31.63 |
| 27132 - Police Officer II | 35.14 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 14.62 |
| 28042 - Carnival Equipment Repairer | 15.98 |
| 28043 - Carnival Worker | 10.80 |
| 28210 - Gate Attendant/Gate Tender | 15.74 |

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| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 17.62 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.85 |
| 28515 - Recreation Specialist | 21.82 |
| 28630 - Sports Official | 14.03 |
| 28690 - Swimming Pool Operator | 18.57 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 33.54 |
| 29020 - Hatch Tender | 33.54 |
| 29030 - Line Handler | 33.54 |
| 29041 - Stevedore I | 31.31 |
| 29042 - Stevedore II | 35.62 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 44.89 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 30.95 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 34.08 |
| 30021 - Archeological Technician I | 20.86 |
| 30022 - Archeological Technician II | 23.34 |
| 30023 - Archeological Technician III | 28.90 |
| 30030 - Cartographic Technician | 28.90 |
| 30040 - Civil Engineering Technician | 29.89 |
| 30051 - Cryogenic Technician I | 32.01 |
| 30052 - Cryogenic Technician II | 35.36 |
| 30061 - Drafter/CAD Operator I | 20.86 |
| 30062 - Drafter/CAD Operator II | 23.34 |
| 30063 - Drafter/CAD Operator III | 26.01 |
| 30064 - Drafter/CAD Operator IV | 32.01 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 28.90 |
| 30095 - Evidence Control Specialist | 28.90 |
| 30210 - Laboratory Technician | 26.31 |
| 30221 - Latent Fingerprint Technician I | 34.67 |
| 30222 - Latent Fingerprint Technician II | 38.29 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 35.36 |
| 30390 - Photo-Optics Technician | 28.90 |
| 30395 - Radiation Control Technician | 35.36 |
| 30461 - Technical Writer I | 27.62 |
| 30462 - Technical Writer II | 33.80 |
| 30463 - Technical Writer III | 40.88 |

| | |
|--|---------------|
| 30491 - Unexploded Ordnance (UXO) Technician I | 28.53 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 34.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 41.37 |
| 30494 - Unexploded (UXO) Safety Escort | 28.53 |
| 30495 - Unexploded (UXO) Sweep Personnel | 28.53 |
| 30501 - Weather Forecaster I | 32.01 |
| 30502 - Weather Forecaster II | 38.93 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) 26.01 |
| 30621 - Weather Observer Senior | (see 2) 28.90 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 34.51 |
| 31020 - Bus Aide | 14.84 |
| 31030 - Bus Driver | 21.58 |
| 31043 - Driver Courier | 17.15 |
| 31260 - Parking and Lot Attendant | 13.81 |
| 31290 - Shuttle Bus Driver | 18.75 |
| 31310 - Taxi Driver | 16.10 |
| 31361 - Truckdriver Light | 18.75 |
| 31362 - Truckdriver Medium | 20.35 |
| 31363 - Truckdriver Heavy | 23.11 |
| 31364 - Truckdriver Tractor-Trailer | 23.11 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 16.83 |
| 99030 - Cashier | 11.90 |
| 99050 - Desk Clerk | 14.00 |
| 99095 - Embalmer | 34.10 |
| 99130 - Flight Follower | 28.53 |
| 99251 - Laboratory Animal Caretaker I | 13.64 |
| 99252 - Laboratory Animal Caretaker II | 14.91 |
| 99260 - Marketing Analyst | 35.17 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 20.07 |
| 99510 - Photofinishing Worker | 16.34 |
| 99710 - Recycling Laborer | 22.98 |
| 99711 - Recycling Specialist | 28.16 |
| 99730 - Refuse Collector | 20.81 |
| 99810 - Sales Clerk | 12.74 |
| 99820 - School Crossing Guard | 16.38 |
| 99830 - Survey Party Chief | 28.48 |
| 99831 - Surveying Aide | 17.70 |
| 99832 - Surveying Technician | 27.06 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |
| 99842 - Vending Machine Repairer Helper | 15.48 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and

related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

OMB Control Number: 3090-0007
Expiration Date: 9/30/2021

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0007. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

SECTION I - GENERAL INFORMATION

| | | | | | |
|---|-----------------|-----------------------|--|--|---------------------------------|
| 1A. NAME Blue Construction Services | | | 2. TYPE OF ORGANIZATION (Check one) | | |
| | | | A. SOLE PROPRIETORSHIP | | X F. LIMITED LIABILITY COMPANY |
| 1B. STREET ADDRESS 735 Vanderbilt Terrace SE | | | B. GENERAL PARTNERSHIP | | G. JOINT VENTURE |
| | | | C. LIMITED PARTNERSHIP | | H. TRUST |
| 1C. CITY Leesburg | 1D. STATE VA | 1E. ZIP CODE 20175 | D. CORPORATION | | I. OTHER (Specify below) |
| | | | E. SUBCHAPTER S CORPORATION | | |
| 3. TAXPAYER ID NUMBER 81-5312089 | | | 4. DATE ORGANIZATION ESTABLISHED 02/10/2017 | | 5. STATE OF INCORPORATION VA |
| 6. TRADE STYLE NAME (Provide a copy of filing) | | | 7. KIND OF PRODUCT OR SERVICE PROVIDED Services | | |
| 8. FORMER BUSINESS NAME | | | 10. INVENTORY VALUATION METHOD | | |
| | | | A. LIFO | | C. AVERAGE COST |
| 9. KIND OF BUSINESS | | | | | D. OTHER (Specify) |
| A. MANUFACTURER | | D. RETAILER | | | |
| X B. CONTRACTOR | | E. OTHER (Specify) | B. FIFO | | |
| C. WHOLESALE | | | | | |

11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS

| NAME | TITLE (If partner, state G(General) or L(Limited) in column) | | PERCENT BUSINESS OWNED |
|----------------|---|--------|---------------------------|
| | ACTUAL TITLE | G OR L | |
| September Blue | President | | 100 |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | | | |
|------------------------------------|--|---|--|-----|----|
| 12. PARENT COMPANY (If applicable) | | 13. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VIII, REMARKS | | YES | NO |
| A. NAME | | A. HAVE YOU, OR ANY OF YOUR AFFILIATES EVER FILED FOR BANKRUPTCY? | | | |
| | | B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS? | | | |
| B. CITY | | C. STATE | C. DO YOU HAVE ANY CONTINGENT LIABILITIES? | | |
| | | | D. HAVE YOU OR ANY OF YOUR AFFILIATES DISCONTINUED BUSINESS OPERATIONS WITH OUTSTANDING DEBTS? | | |

SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

| | | | | | | | |
|---|--|-----------------|-------------|---------------------------------|---------|------------------------------|--|
| 14A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129) (If "Yes", provide detailed information, Section VIII, Remarks) | | | | | | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 14B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF "YES", COMPLETE THE ITEMS BELOW | | | | | | |
| | AGENCY | CLAIM AMOUNT | PAYMENT | MATURITY | BALANCE | | |
| 15A. AGENCY INVOLVED WITH DELINQUENCY | | | | 15B. AMOUNT OF DELINQUENCY (\$) | | | |
| 16. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Go to Section III) | 17. COMPLETE ITEMS BELOW IF APPLICABLE | | | | | | |
| | TYPE OF FINANCING | AUTHORIZED (\$) | IN USE (\$) | GOVERNMENT AGENCY INVOLVED | | | |
| | A. INDUSTRIAL REVENUE BONDS | | | | | | |
| | B. GUARANTEED LOANS | | | | | | |
| | C. ADVANCED PAYMENTS | | | | | | |
| | D. PROGRESS PAYMENTS | | | | | | |
| | E. OTHER (Specify) | | | | | | |

SECTION III - FINANCIAL STATEMENTS

Prepared Financial Statements **with notes** may be provided in lieu of completing Section III

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address of accountant of accounting firm.

18. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS SOLICITATION?

☐ YES

☐ NO

19A. NAME

(b) (6) /Comprehensive Financial Solutions

19B. STREET ADDRESS

2619 Armada Street

19C. CITY

Herndon

19D. STATE

VA

19E. ZIP CODE

20171

20. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION VII, REMARKS. ALL OF THE LISTED FIGURES ARE:

ACTUAL

U.S. DOLLARS

IN THOUSANDS

FOREIGN CURRENCY (Specify)

IN MILLIONS

21. BALANCE SHEET AS OF (Month, Day, Year)

10312019

22. FISCAL YEAR ENDS (Month, Day, Year)

12312019

23. PREPARED STATEMENTS

☒ ARE ATTACHED

24. ASSETS

A. Current Assets

Cash

Short Term cash investments

Accounts receivable, less allowance for doubtful accounts of \$

Inventories

Other current assets (Itemize below)

Prepaid

Earnings in Excess of Billing

Total Current Assets

(b) (4)

25. LIABILITIES AND NET WORTH

A. Current Liabilities

Accounts payable

Notes payable (current)

Current portion of long term debt

Accrued expenses

Accrued taxes on income/excess profits

Other current liabilities (Itemize below)

Credit Card

Billing in Excess of Cost

Total Current Liabilities

(b) (4)

B. Property, Plant and Equipment

Land

Buildings and equipment

Leasehold improvements

Less accumulated depreciation and amortization

Total Property, Plant and Equipment

(b) (4)

B. Other Liabilities

Mortgages

Bonds

Deferred income taxes

Other long term debt

Total Other Liabilities

(b) (4)

C. Other Assets

Investments in and advance to affiliated company

Goodwill, less amortization

Due from officer, employee

Other (Itemize below)

Deposits

Total Other Assets

(b) (4)

Total Liabilities

C. Minority Interest in Subsidiary

D. Net Worth

Preferred stock

Common stock

Additional paid-in capital

Retained earnings/owner's equity

Less, Treasury stock

Total Net Worth

(b) (4)

D. TOTAL ASSETS

E. TOTAL LIABILITIES AND NET WORTH

SECTION IV - INCOME STATEMENT

26. FROM (Month, Day, Year)

01/01/2019

27. TO (Month, Day, Year)

10/31/2019

28. INCOME

A. Net Sales

Cost and Expenses

Cost of Goods Sold

Depreciation and Amortization

Selling, General, and Admin. Expenses

Interest Expense

Other Expenses (Itemize below)

(b) (4)

Minority Interest in Earnings of Subsidiaries

Total Costs and Expenses

Earnings Before Taxes

Taxes on Income

Income Before Extraordinary Items

Extraordinary Gains (Losses) Net of Taxes


NET INCOME (LOSS)

(b) (4)

SECTION V - BANKING AND FINANCE COMPANY INFORMATION
(Please attach a separate sheet using this format for any additional banks.)

| ITEM | BANK 1 | | | | BANK 2 | | |
|------------------------------------|--|--------------------|--------------------------|----|--------------------------|--------|--------------------------|
| 29. Name of Bank | Bank of America (b) (4) | | | | | | |
| 30. Contact Person | Tasneem Mamoowalla | | | | | | |
| 31. Phone Number | AREA CODE 703 | NUMBER 674.2447 | EXTENSION | | AREA CODE | NUMBER | EXTENSION |
| 32. Fax Number | AREA CODE | NUMBER | | | AREA CODE | NUMBER | |
| 33. Address | STREET ADDRESS 11900 Baron Cameron Avenue | | | | STREET ADDRESS | | |
| | CITY Reston | STATE VA | ZIP CODE 20190 | | CITY | STATE | ZIP CODE |
| 34. Amount Owning (\$) | 0 | | | | | | |
| 35. Term Loans | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 36. Line of Credit | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 37. Maximum Amount Authorized (\$) | | | | | | | |
| 38. Amount Outstanding (\$) | | | | | | | |

39. Loans Secured by Company's Assets - Real and Personal Property

| | | | | | | | |
|--|--------------------|--|--------------|--|---------------|---|----------|
| A. | SECURED PARTY NAME | | CONTACT NAME | | | | |
| | STREET ADDRESS | | CITY | | | STATE | ZIP CODE |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | |
| B. | SECURED PARTY NAME | | CONTACT NAME | | | | |
| | STREET ADDRESS | | CITY | | | STATE | ZIP CODE |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | |
| C. | SECURED PARTY NAME | | CONTACT NAME | | | | |
| | STREET ADDRESS | | CITY | | | STATE | ZIP CODE |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | |
| D. | SECURED PARTY NAME | | CONTACT NAME | | | | |
| | STREET ADDRESS | | CITY | | | STATE | ZIP CODE |
| | SECURING ASSETS | | | | MATURITY DATE | MONTHLY PAYMENT (\$) | |
| 40. ARE ANY OF THE ASSETS SHOWN ON THE BALANCE SHEET PLEDGED OR MORTGAGED, EXCEPT AS STATED ABOVE? | | 41A. IF CONTRACTOR IS A PARTNERSHIP OR SOLE PROPRIETORSHIP, ARE THE INDIVIDUAL LIABILITIES OF THE PROPRIETOR(S) FOR FEDERAL AND STATE INCOME AND/OR EXCESS PROFIT TAXES INCLUDED ON THE BALANCE SHEET? | | | | 41B. TOTAL LIABILITY (\$) | |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Explain in Section VII, Remarks) | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |  | |
| 42. ARE YOU NOW IN OR PENDING DEFAULT ON ANY OBLIGATIONS, I.E., BANKS, FINANCIAL INSTITUTIONS, SUPPLIERS, OTHER? | | | | | | | |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Provide detailed information in Section VII, Remarks) | | | | | | | |

SECTION VI - PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIER INFORMATION*(Please attach separate sheet(s) using this format for additional suppliers.)*

43. PAST DUE ACCOUNTS PAYABLE (\$)

0

| ITEM | 44. SUPPLIER 1 | | | | 45. SUPPLIER 2 | | |
|--------------------------|----------------|--------|-----------|----------------|----------------|-----------|--|
| A. Name of Supplier | | | | | | | |
| B. Contact Person | | | | | | | |
| C. Telephone | AREA CODE | NUMBER | EXTENSION | AREA CODE | NUMBER | EXTENSION | |
| D. Fax | AREA CODE | NUMBER | | AREA CODE | NUMBER | | |
| E. Address | STREET ADDRESS | | | STREET ADDRESS | | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE | |
| F. Amount Now Owing (\$) | | | | | | | |
| G. High Credit (\$) | | | | | | | |

| ITEM | 46. SUPPLIER 3 | | | | 47. SUPPLIER 4 | | |
|--------------------------|----------------|--------|-----------|----------------|----------------|-----------|--|
| A. Name of Supplier | | | | | | | |
| B. Contact Person | | | | | | | |
| C. Telephone | AREA CODE | NUMBER | EXTENSION | AREA CODE | NUMBER | EXTENSION | |
| D. Fax | AREA CODE | NUMBER | | AREA CODE | NUMBER | | |
| E. Address | STREET ADDRESS | | | STREET ADDRESS | | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE | |
| F. Amount Now Owing (\$) | | | | | | | |
| G. High Credit (\$) | | | | | | | |

SECTION VII - CONSTRUCTION/SERVICE CONTRACTS INFORMATION (Public Buildings Service Contracts Only)**CONTRACTS IN FORCE**

| ITEM | 48. CONTRACT 1 | | | | 49. CONTRACT 2 | | |
|------------------------------|----------------|-------|----------|----------------|----------------|----------|--|
| A. Location | | | | | | | |
| B. Owner's Name | | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE | |
| D. Type of Work | | | | | | | |
| E. Contract Amount (\$) | | | | | | | |
| F. Percent Completed | | | | | | | |
| G. Estimated Completion Date | | | | | | | |

| ITEM | 50. CONTRACT 3 | | | | 51. CONTRACT 4 | | |
|------------------------------|----------------|-------|----------|----------------|----------------|----------|--|
| A. Location | | | | | | | |
| B. Owner's Name | | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE | |
| D. Type of Work | | | | | | | |
| E. Contract Amount (\$) | | | | | | | |
| F. Percent Completed | | | | | | | |
| G. Estimated Completion Date | | | | | | | |

| ITEM | 52. CONTRACT 5 | | | 53. CONTRACT 6 | | |
|--|---|----------|-----------|--|----------|-----------|
| A. Location | | | | | | |
| B. Owner's Name | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Type of Work | | | | | | |
| E. Contract Amount (\$) | | | | | | |
| F. Percent Completed | | | | | | |
| G. Estimated Completion Date | | | | | | |
| ITEM | 54. CONTRACT 7 | | | 55. CONTRACT 8 | | |
| A. Location | | | | | | |
| B. Owner's Name | | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Type of Work | | | | | | |
| E. Contract Amount (\$) | | | | | | |
| F. Percent Completed | | | | | | |
| G. Estimated Completion Date | | | | | | |
| LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS | | | | | | |
| ITEM | 56. JOB 1 | | | 57. JOB 2 | | |
| A. Location | FEMA Emmitsburg | | | Humphreys Eng CRT | | |
| B. Contact's Name | (b) (6) | | | (b) (6) | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Telephone | AREA CODE | NUMBER | EXTENSION | AREA CODE | NUMBER | EXTENSION |
| | (b) (6) | (b) (6) | (b) (6) | 703 | 428.9172 | |
| E. Type of Work | Install New Burn Cells/Electrical/Framing/Lighting | | | Install Raise Flooring in IWR Classrooms | | |
| F. Contract Amount (\$) | (b) (4) | | | (b) (6) | | |
| G. Amount Sublet (\$) | (b) (4) | | | (b) (6) | | |
| ITEM | 58. JOB 3 | | | 59. JOB 4 | | |
| A. Location | ATF NCETR | | | ATF | | |
| B. Contact's Name | (b) (6) | | | (b) (6) | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Telephone | AREA CODE | NUMBER | EXTENSION | AREA CODE | NUMBER | EXTENSION |
| | 202 | 648.9120 | | 202 | 648.9015 | |
| E. Type of Work | Custom Test Fabrication Phase III SRQL onsite support | | | Installing monitors TV and Video kits & Associated wiring. | | |
| F. Contract Amount (\$) | (b) (6) | | | (b) (6) | | |
| G. Amount Sublet (\$) | (b) (6) | | | (b) (6) | | |
| ITEM | 60. JOB 5 | | | 61. JOB 6 | | |
| A. Location | Quantico Virginia | | | | | |
| B. Contact's Name | (b) (6) | | | | | |
| C. Address | STREET ADDRESS | | | STREET ADDRESS | | |
| | CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
| D. Telephone | AREA CODE | NUMBER | EXTENSION | AREA CODE | NUMBER | EXTENSION |
| | (b) (6) | (b) (6) | (b) (6) | | | |
| E. Type of Work | Replace PL 15 lights | | | | | |
| F. Contract Amount (\$) | (b) (6) | | | | | |
| G. Amount Sublet (\$) | (b) (6) | | | | | |

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

| ITEM | 62. SURETY COMPANY 1 | | | | 63. SURETY COMPANY 2 | | | |
|---|---|--------------------|-----------------|-----------|--|-----------|--|--|
| A. Company Name | East Coast Surety Solutions, LLC | | | | | | | |
| B. Contact's Name | (b) (6) | | | | | | | |
| C. Telephone | AREA CODE 757 | NUMBER 448.5070 | EXTENSION | AREA CODE | NUMBER | EXTENSION | | |
| D. Fax | AREA CODE 757 | NUMBER 940.9129 | | AREA CODE | NUMBER | | | |
| E. Address | STREET ADDRESS (b) (6) | | | | STREET ADDRESS | | | |
| | CITY (b) (6) | STATE (b) | ZIP CODE (b) | CITY | STATE | ZIP CODE | | |
| 64. PRESENT AMOUNT OF BONDING COVERAGE (\$) | 65. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED? (If Yes, please provide detailed information in Remarks) | | | | 66. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS? (If Yes, please provide detailed information in Remarks) | | | |
| 8 mil | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |

SECTION VIII - REMARKS

REMARKS (Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)

CERTIFICATION

For the purpose of establishing financial responsibility with, or procuring credit from the General Services Administration, we furnish the above as a true and correct statement of our financial condition and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS

BY (Signature)

(b) (6)

NAME OF AUTHORIZED OFFICIAL (Type or print)

September Blue

TITLE OF AUTHORIZED OFFICIAL (Type or print)

President

DATE

07/28/2020

| | | | | | | | |
|--|--|---------------------------------|--|---|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
| 2. AMENDMENT/MODIFICATION NUMBER 01 | | 3. EFFECTIVE DATE 08/11/2020 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER EQWPM1E-20-0073 | | 5. PROJECT NUMBER (If applicable) | |
| 6. ISSUED BY General Services Administration Office of Acquisitions 1800 F Street NW, Floor 4 Washington, DC 20006 | | CODE WPH1DA | | 7. ADMINISTERED BY (If other than Item 6) Same as Box 6 | | CODE WPH1DA | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Blue Construction Services 735 Vanderbilt Terrace Leesburg, VA 20164 | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NUMBER 47PM1020R0024 | |
| | | | | | | 9B. DATED (SEE ITEM 11) 07/17/2020 | |
| | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER | |
| | | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

| | |
|--------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Request for Proposal 47PM1020R0024-East Wing West Wing Carpet Cleaning Services IDIQ- White House, 1600 Pennsylvania Ave, Washington DC

This amendment hereby includes updated IDIQ clauses including Section 889-Safeguarding of Covered Contractor Information, Ordering Limitations, and Section 8(a) Direct Award. The SF 1449 has also been edited to check 8(a) set-aside in Box 10. Contractor is instructed to sign and return the amendment and the revised SF 1449 by 8/12/2020 by 4:00 PM EST.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|--|--|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Keith Helmer - SPM | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| (b) (6) | | 16B. UNITED STATES OF AMERICA | |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |
| 8/11/2020 | | 16C. DATE SIGNED | |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$

- (2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.